

**RFP 13-11**

City of Concord, New Hampshire

Purchasing Division

**REQUEST FOR DESIGN-BUILD SERVICES  
DRAINAGE CULVERT REHABILITATION PROJECT  
NORTH STATE STREET, CONCORD, NH**

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING SERVICES DIVISION**

Contract Documents  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**PROPOSAL DUE DATE/TIME: OCTOBER 29, 2010 NOT LATER THAN 2:00 PM  
MANDATORY PRE-PROPOSAL MEETING DATE/TIME: OCTOBER 15, 2010  
AT 10:00 AM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm or organization to provide design and build services for the rehabilitation of a stone masonry box culvert under North State Street in Concord, NH.

An overview and detailed specifications are provided later in the Request for Design-Build Services (RDB).

Proposals must be received **not later than 2:00 PM on October 29, 2010** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

### "RFP 13-11

### **REQUEST FOR DESIGN-BUILD SERVICES DRAINAGE CULVERT REHABILITATION PROJECT NORTH STATE STREET, CONCORD, NH**

Competitive solicitations for the City of Concord may be issued only by the Purchasing Manager, or his designee, to authorized firms and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 13-11 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

A mandatory pre-proposal meeting shall be held on **October 15, 2010 at 10:00 am** in the Conference Room at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. A site walk to review the project location will follow a brief project summary.

Each proposal shall be accompanied by a certified check, cash, or check drawn by a New Hampshire bank or a proposal bond subject to the conditions provided in this RFP. The amount of such proposal deposit shall be ten percent (10%) of the total proposal price and made payable to the City of Concord, New Hampshire.

The successful proposer will be required to furnish a performance bond and a separate payment bond each in the amount of one hundred percent (100%) of the contract price.

**Progress Payments:** On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

**Retainage:** The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one/two year warranty period and released only after the City has accepted the project.

**Liquidated Damages:** In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the date of completion, the City shall deduct from the payments due the Contractor each month, the sum of five hundred dollars (\$500.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due, or to become due the Contractor, or shall be paid by the Contractor's surety.

**All proposals received will be considered confidential and not available for public review until after a contractor has been selected.**

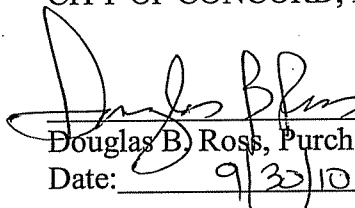
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.**

**All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:**

<b>Name</b>	<b>Advertising Medium</b>	<b>Address</b>	<b>Phone/Fax</b>	<b>Email and Web Address</b>
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord, NH 033301	603.225.8530 603.230.3656(fax)	<a href="mailto:purchasing@concordnh.gov">purchasing@concordnh.gov</a> <a href="http://www.concordnh.gov/purchasing">www.concordnh.gov/purchasing</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow, NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://nh.agc.org">http://nh.agc.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester, NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummry.com">www.constructionsummry.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
McGraw Hill Construction	Bid House	880 Second Street, Manchester, NH 03102	603.645.6554 603.645.6714(fax)	<a href="mailto:Priscilla_littlefield@mcgraw-hill.com">Priscilla_littlefield@mcgraw-hill.com</a> <a href="http://www.construction.com">www.construction.com</a>
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	<a href="mailto:mweaver@cdcnews.com">mweaver@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

CITY OF CONCORD, NEW HAMPSHIRE

  
 Douglas B. Ross, Purchasing Manager  
 Date: 9/30/10

**PROPOSAL DUE DATE/TIME: OCTOBER 29, 2010 NOT LATER THAN 2:00 PM**  
**MANDATORY PRE-PROPOSAL MEETING DATE/TIME: OCTOBER 15, 2010**  
**AT 10:00 AM**

## GENERAL TERMS AND CONDITIONS

### 1. PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form, or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e., it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager no later than **seven (7) calendar days** before the RFP due date to be considered. Any changes to the RFP will be provided to all Proposers of record.

The Proposer shall not divulge, discuss, or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates, or gratuities permitted with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

Any manufacturer name, trade name, or catalog number mentioned in this RFP is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material, and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with proposal specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results, or certificates of compliance, shall be the responsibility of the vendor.

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description, and packing list. All items, packages, etc., shall have clearly identifiable external markings or tags for ease of identification.**

2. SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the RFP, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

3. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed, or telegraphic request of the Proposer to the Purchasing Manager. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

4. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

5. RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

#### 6. PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

#### **NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

#### 7. TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform, and quality, the award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

#### 8. LIMITATIONS:

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

#### 9. PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

#### 10. AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical, and professional qualifications, skills, and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and

- Adhere to the specifications of this proposal and provide all documentation required of this proposal.

The contract will be awarded to a responsive and responsible proposer based on the qualifications and experience of the proposer, the quality of the equipment/product/service to be provided, the proposer's ability to provide ongoing technical support, the proposer's timeframe for providing the equipment/product/service, and the proposer's fee/price proposal. See **Attachment A, Proposal Evaluation Sheet for more detail concerning how each proposal shall be evaluated.** The proposer selected will be the most qualified with demonstrated experience in the type of projects requested herein and not necessarily the proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information, and/or errors in the proposals submitted and reserves the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

#### 11. MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

#### 12. CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the proposer, except for the return of the proposal bond, at any time before a contract has been fully executed by all parties and is approved by the City.

#### 13. CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the RFP and any amendments thereto, and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.



#### 14. RETURN OF PROPOSAL BOND:

All proposal bonds, except that of the successful proposer, will be returned after the City has awarded a contract. The successful proposer's proposal bond will be returned as soon as an agreement has been fully executed.

#### 15. REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful proposer shall furnish the City with surety bonds, which have been fully executed by the proposer, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the vendor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

#### 16. INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only with 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement, and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, shall include: workers' compensation insurance and unemployment compensation insurance as required by the laws of the State of New Hampshire, and automotive liability insurance, and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, under the direction of, or control of the City for any purpose whatsoever.

17. WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of Title XXIII, Chapter 281-A, Section 281-A: 2 with close attention to sections VI.(a), VI.(c) and VII.(a) as well as Section 281-A:4.

18. EXECUTION OF AGREEMENT:

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

19. APPROVAL OF AGREEMENT:

Upon receipt of the agreement and surety bonds that have been fully executed by the successful proposer, the City shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful proposer's proposal and the terms and conditions of the agreement.

20. FAILURE TO EXECUTE AGREEMENT:

Failure of the successful proposer to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful proposer shall be just cause for cancellation of the award and forfeiture of the proposal bond, not as a penalty, but as liquidation of damages to the City.

21. DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire, or the Federal Government.

22. DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

23. TERMINATION OF CONTRACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs, and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

#### 24. TERMINATION OF CONTRACT FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents, and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

#### 25. SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this RFP agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

#### 26. PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A:2-312 (3). (Uniform Commercial Code).

#### 27. OWNERSHIP OF REPORTS:

All data, materials, plans, reports, and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

28. ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

29. DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers. Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

30. INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs, or labor furnished, including unit list price, net price, extensions, and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage, a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

**All invoices must reference a valid City of Concord Purchase Order Number.**

31. PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence as required by the City.

Retainage: On not later than the last day of the subsequent month, the City shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved

by the City. The 10% retained percentage shall be held by the City until final inspection and acceptance. At such time the retainage may be reduced to 2 % of the total value of the contract and this amount shall be held during the warranty period. This retainage shall be held in a non-interest bearing account.

32. PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

**ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

33. TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

34. FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

35. ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

36. EXCLUSIVITY:

This contract will be for the goods/services described above, however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

37. PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material, and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

38. AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists,

documents, financial records, and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

39. INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine whether the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

40. FUGITIVE DUST AND NOISE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11 - Public Nuisances, Article 11-3 Fugitive Dust; and
2. Chapter 13 - Public Health, Article 13-6 Noise

These ordinances may be viewed on-line at [www.concordnh.gov](http://www.concordnh.gov). See City Highlights and select Code of Ordinances.

41. GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing, and final determination of non-warranty work shall be performed at no cost to the City.**

42. FORCE MAJEURE:

Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm, or other act of God.

43. NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

44. SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

45. PROVISION REQUIRED BY LAW DEEMED INSERTED:

Each and every provision and clause required by law to be inserted in this RFP and any subsequent Contract shall be deemed to be inserted herein and this RFP and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the RFP and/or Contract shall forthwith be physically amended to make such insertion or correction.

46. LIQUIDATED DAMAGES:

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the date of completion, the City shall deduct from the payments due the Contractor each month, the sum of five hundred dollars (\$500.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the Contractor, or shall be paid by the Contractor's surety.

47. ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

48. DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively ensure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, or disability in consideration for an award.

49. NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age, or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

50. RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or

building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

51. DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors, or any person or firm responding to a Request for Proposals.

52. GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.



## SCOPE OF WORK

### 1. SCOPE OF WORK

In accordance with the terms and conditions of the Contract, the DESIGN/BUILD CONTRACTOR (DBC) shall perform the work of this Request for Proposals (RFP) for the City of Concord as described below.

The City of Concord wishes to engage the services of a qualified DESIGN/BUILD CONTRACTOR (DBC) to provide design and build services for the rehabilitation of a stone masonry box culvert under North State Street in Concord, NH. The existing stone masonry box culvert was built in the late 1800's with several sections extended in later periods. Flow through the culvert serves a large drainage catchment area in West Concord and generally flows year round. The DBC will be responsible for maintaining flow through the existing culvert structure or provide by-pass pumping capacity.

In lieu of open cut excavation, the City has opted to contract with a DBC to complete the rehabilitation of the existing culvert through trenchless technologies. The DBC efforts should maximize the effective culvert capacity while meeting the minimum culvert sizing requirements outlined in the design details.

### 2. FUNDING LIMITATIONS

The DBC is responsible for providing all design and construction services required for the final total lump-sum firm-fixed amount negotiated with the DBC. The total contract amount for all design and construction services is estimated to be **\$250,000**.

### 3. SCHEDULE

Final schedule will be developed in conjunction with the City during Contract Negotiations.

### 4. BEST VALUE DESIGN BUILD PROJECT

A lump sum design-build method of project construction has been chosen to streamline the design and rehabilitation process with one DBC taking the responsibility for project performance, budget, and schedule.

The best value procurement process will be used to select the proposal with the best value to the City, in which the combination of technical, quality, schedule, operating, and pricing factors meet or exceed the City's requirements identified in the RFP. The City will follow a specific decision making process to identify and select a DBC. Assessment of the project risks, project complexity, size, and project schedule requirements will be required. **See Attachment A, Proposal Evaluation Form for the weighted criteria to be used in evaluating all proposals.**

## PROJECT REQUIREMENTS

### 1. PROJECT SUMMARY

The existing stone masonry box culvert is estimated to have been built in the late 1800's with several sections extended in later periods. Flow through the culvert serves a large drainage catchment area in West Concord and generally flows year round. The calculated capacity of the varied size conduit in its existing configuration ranges from about 90 cubic feet per second (cfs) in the 10-year, Type III 24-hour storm event, to about 157 cfs in the 50-year storm event.

In May 2006, severe flooding surcharged the structure and caused washout and soil piping in the vicinity of 296 North State Street. Visible damage can be seen at the outfall location of the structure as well as at several locations within the interior of the culvert structure. Since 2006, there has been repeated sink holes in the side yard area between 296 and 298 North State Street which indicates soil piping continues in sections of the culvert.

In lieu of open cut excavation, the City has opted to complete the rehabilitation of the existing culvert through trenchless technologies and invite proposals for qualified pipe lining firms. The project will consist of the design and rehabilitation of the existing stone masonry box culvert structure adjacent to 296 North State Street in Concord, NH. Given the depth of the existing structure, it is preferred to rehabilitate the stone masonry box culvert in-place with industry acceptable processes. The DBC design strategy will require maximizing the effective culvert capacity while meeting the minimum culvert sizing requirements outlined in the design details. Potential culvert rehabilitation could include the following:

- Sliplining – this method generally consists of sliding a new culvert inside an existing distressed culvert as an alternative to total replacement.
- Lining with Cured-In-Place Pipes – this method generally consists of inserting a polyester type flexible tube into the existing distressed culvert which is saturated with a liquid thermosetting resin and then inflated by air or water pressure and heated to cure the thermosetting resin to conform to the shape of the existing culvert if possible.
- Lining with Folded and Re-formed PVC or HDPE Liner (Fold and Form) – this method generally consists of inserting a continuously, extruded, folded PVC or HDPE pipe into the existing distressed culvert and reformation of the pipe liner to conform to the shape of the existing culvert if possible.
- Lining with Machine Wound PVC Liner – this method generally consists of inserting a machine made field fabricated spiral wound flexible or rigid PVC liner pipe into an existing distressed culvert.
- Fiberglass Reinforced Cement Liner – this method generally consists of inserting prefabricated panels designed for large, odd shaped culverts. Panels are anchored to the existing culvert structure and sections are overlapped. A cement pressure grout is then placed within the spaces between the fiberglass liner and irregular masonry surfaces.

- Sprayed Coatings – this method generally consists of applying sprayed lining systems to the existing distressed culvert. Lining materials may include concrete, concrete sealers, vinyl ester, and polyurethane. Additionally, air placed concrete and epoxy or polyurethane linings can be placed following the placement of concrete on irregular shaped structures.

These alternative methods are widely known and industry accepted practices for rehabilitating an existing stone masonry culvert and are not intended to limit options for rehabilitation based on alternative methods or technologies. Every option and alternative will be evaluated based upon its own merit.

## 2. PROJECT REQUIREMENTS

The project will include, but is not necessarily limited to, the following:

- a. Review existing project surface and subsurface conditions.
- b. Review the project design specifications including hydrologic capacity requirements and velocity and energy dissipation requirements.
- c. Perform any necessary structural evaluation beyond that provided in the background materials necessary for the trenchless system proposed.
- d. Develop design details, specifications, and a layout of the proposed trenchless lining systems including receiving pits, mid-line access pits, and closure details including provisions for maintaining culvert flow and best management practices for erosion protection.
- e. Provide installation of trenchless lining systems and equipment to include all materials, workmanship, and systems as required for a fully functional drainage culvert.
- f. All work performed shall comply with all applicable City, State, and Federal codes and requirements.
- g. Provide as-built drawings of the completed improvements.
- h. Provide O&M manuals for installed drainage systems.
- i. Provide training of City staff on applicable O&M procedures.
- j. Provide workmanship, equipment, and installation warranty.
- k. The DBC will be responsible for ensuring that the installation of the new culvert lining system does not affect the existing culvert capacity or operation which must be maintained during installation.

### 3. SERVICES REQUESTED

The CITY requests the services of a DESIGN/BUILD CONTRACTOR (DBC) to provide design, installation, construction management, and training for the trenchless rehabilitation of a stone masonry box culvert under North State Street. These services are expected to include, but not be limited to the following:

#### Design Phase

- a. The DBC will review all existing materials provided by the City including detailed culvert inspection reports, video inspections, photos, and hydrologic analyses, as well as current surface and subsurface conditions of the culvert structure.
- b. The DBC shall develop a preliminary design strategy including trenchless technology methodology and routing in consultation with Engineering Services staff.
- c. The DBC shall schedule meetings with Department staff for review of preliminary design at appropriate intervals as necessary.
- d. The DBC shall prepare and submit a full plan, specification, and estimate (PS&E) package including all permit applications, packages, cost and/or approvals for necessary permits, sign-offs, letters of acceptability, etc., as required for completion of the project.

#### Installation/Construction Phase

- a. Culvert rehabilitation work must be completed by qualified contractors with demonstrated experience in the means and methods selected by the City as well as working in compliance with local and national codes.
- b. The DBC shall designate a project manager to ensure work is coordinated with Engineering Services staff and all work is performed as designed. The project manager is expected to physically check work progress daily during system installation, and be available to meet with CITY representatives to discuss construction issues and progress.
- c. The DBC shall prepare supplementary drawings/sketches as required to clarify/resolve field construction problems that may occur.
- d. The DBC shall prepare record drawings of the completed project in AutoCAD file format.

#### Operation/Maintenance and Training

- a. The DBC shall provide all operation and maintenance (O&M) manuals, training, and documentation for the installed drainage system.
- b. The DBC shall provide training to City staff, as required.

#### 4. DATA AND MATERIALS TO BE PROVIDED BY THE CITY

The following data and materials will be made available at the Engineering Services Division, 3<sup>rd</sup> Floor – City Hall, 41 Green Street, Concord, NH 03301 for the DBC to review:

- Record Survey Drawings
- Subsurface Culvert Exploration Report
- Video of Culvert Inspection
- Photos of Culvert Inspection

#### 5. WARRANTY

The DBC shall warrant all materials and work for **not less than two years** after substantial completion, inspection, and acceptance of the work by the City, except as otherwise indicated in this RFP. If required to provide remedial repair of previously installed work due to latent defect or unacceptable work performance, the DBC shall warrant the repaired work for not less than two years after the substantial completion and acceptance of the repair. For warranted items, the DBC shall furnish the manufacturers' original written warranty accompanied by a copy of the supplier's receipt showing place of purchase, telephone number of supplier, address, delivery order number, if applicable, and ticket number.

#### 6. MISCELLANEOUS

##### Meetings

The DBC shall propose a schedule of meetings to accomplish each phase of the services requested.

##### Staging Areas

The location of the Staging Area for construction equipment will require City approval. All staging areas shall be returned to pre-construction conditions once construction is complete. The DBC shall provide a summary of the minimum staging area to accomplish the proposed work. It is noted that this project is part of the US Route 3 Corridor (North) Improvement Project (CIP35) which is under construction at this time. The DBC shall coordinate with the general contractor for scheduling and staging areas.

##### Quality Control

The quality of all work shall be the responsibility of the DBC. The DBC shall inspect and test all work as needed to ensure that the quality of materials, workmanship, construction, finish, and functional performance is in compliance with applicable specifications and drawings.

### Working Hour Restrictions

All work and deliveries shall be limited to the weekday hours of 7:00 AM to 7:00 PM consistent with the City's Noise Ordinance and Policy, unless otherwise approved by the City. No work shall occur on holidays or weekends without prior approval.

### Temporary Services

Temporary materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

### Preservation of Adjacent Features

The DBC will be required to confine all operations to within the work limits of the project. The DBC will be required to restore damaged areas outside the work limits, at no additional expense to the City.

### Housekeeping

The DBC shall keep the project areas neat, orderly, and in a safe condition at all times.

## 7. PROJECT CLOSE-OUT

### Project Record Drawings

The DBC will be required to maintain one complete full-size set of contract drawings and one full-size set of vendor-supplied drawings, clearly mark changes, deletions, and additions to show actual constructed conditions, and keep record drawings current. Certification of accuracy and completeness will be required for monthly payment requisitions. Upon completion of the total project, the DBC will be required to submit complete record drawings in AutoCAD digital file format.

### As-Built Drawings

The DBC shall provide as-built drawings by updating the approved construction drawings with information provided on the record drawings, contract modifications, and other applicable shop drawings, sketches, and data.

### Cleaning

Before scheduling the final inspection, the DBC shall remove all tools, equipment, surplus materials, and rubbish and restore or refinish surfaces that are damaged due to work of this contract, to their original condition. The DBC shall remove grease, dirt, stains, foreign materials, and labels from finished surfaces and thoroughly clean all work areas. The DBC shall pick up

and remove all construction debris from the site. At time of final inspection, project shall be thoroughly clean and ready for use.

#### Operation and Maintenance Data

The DBC shall provide one 3-ring binder with operation and maintenance data, to the CITY for review, prior to the final inspection. Data shall include manufacturer's standard literature, equipment data sheets, vendor-furnished as-built drawings, custom written data not included in manufacturer's standard literature, schedules, warranties, parts lists, test results, and subcontractor list.

#### Substantial Completion and Final Inspection

The DBC shall submit written certification that the project, or a designated portion of project, is substantially complete, and request in writing a final inspection. Upon receipt of the written request that project is substantially complete, the City will proceed with inspection within 10 days of receipt of request or will advise the DBC of items that prevent the project from being designated as substantially complete.

If, following final inspection, the work is determined to be substantially complete, the CITY will prepare a list of deficiencies to be corrected before final acceptance and issue a Letter of Substantial Completion. The DBC shall complete the work described on the list of deficiencies within 30 calendar days, as weather permits. If the DBC fails to complete the work within this time frame, the CITY may either replace or correct the work with an appropriate reduction in the contract price.

If the work is determined to not be substantially complete, the CITY will notify the DBC in writing. After completing work, the DBC shall resubmit the certification and request a new final inspection.

## **PROPOSAL FORMAT**

In order to facilitate evaluation of the Proposal Statements, the DBC is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals.

### **1. COMPANY BACKGROUND MATERIAL**

Information concerning the background, experience, and reputation of the design-build trenchless lining contractor which is felt to be pertinent.

#### **a. Ability to Perform**

The DBC should demonstrate an understanding of and familiarity with projects of this type by listing previous similar work completed with other entities.

#### **b. Local Knowledge**

The DBC should demonstrate their familiarity with the City of Concord, including a working knowledge of the City's regulatory process.

### **2. EXPERIENCE**

The DBC shall provide a list of previous trenchless lining projects awarded to it that are considered identical or similar to the scope of services requested herein.

The DBC must submit a list as described above which shall include the following:

- Contract duration, including dates;
- Services performed; and
- Name, address, and telephone number of contracting agency which may be contacted for verification of all information submitted.

### **3. PROJECT MANAGER - CONTACT PERSON**

The DBC will identify the project manager or individual who will be assigned to work with the CITY, along with individual qualifications.

### **4. PROJECT APPROACH/FIXED FEE**

The DBC shall submit a scope of services and a detailed description of the expected tasks or steps taken to accomplish the work. This shall include a proposed project schedule highlighting major tasks and target completion dates. A schematic layout of the preliminary design, preliminary specifications, technical reports, calculations, permit requirements, total contract time, equipment proposed, and other required or pertinent data shall be included in the submittal.



The fixed fee for services shall be provided, in one (1) original and one (1) copy, in a separate sealed envelope stating RFP13-11, Fee Proposal for Request for Design-Build Services Drainage Culvert Rehabilitation Project. The fixed fee for services shall include one lump sum cost for all design, construction, and construction engineering and inspection of the proposed project. The proposal shall clearly indicate that it is the price proposal and shall clearly identify the DBC's name, project description, and any other information required.

The fixed fee for services shall not be opened until after all proposals have been reviewed and evaluated and a DBC has been chosen for contract award. If the DBC's fee proposal exceeds the City's budget for this project the DBC and the City shall enter into negotiations. If, as a result of these negotiations, the DBC's fee still exceeds the City's budget, then the fixed fee for services of the second rated DBC shall be opened. This process shall be repeated until a DBC is hired.

## 5. SIGNATURE

The proposal shall be signed by an official authorized to bind the offer, and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period. The proposal shall also contain the name, title, address, and telephone number of the individual(s) with authority who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

## 6. EVALUATION GUIDELINES

The RFP requests interested DBC teams to submit a well-defined package outlining historical information related to capabilities, experience, and past performance on specific issues pertinent to the design-build project. Project team organization, key project team members, individual team history, and current workload will be required. The goal of the evaluation of the RFP is to select top ranked DBC teams based on their experience in specific areas that are important for the design-build project. DBC teams may be required to give an oral presentation to the CITY's Selection Committee or to otherwise provide clarifying information needed to properly evaluate qualifications.

The Selection Committee shall take into consideration the following criteria as they apply to the project:

- a. Past Performance: Evaluate past performance of the DBC team on completed projects.
- b. Design-Build Experience of the DBC team: Consider the individual DBC team members' past experience with Design-Build projects of similar type as well as the experience of the complete team on past Design-Build projects.
- c. Similar Work Type Experience: Consider experience that clearly demonstrates that the DBC team has performed construction of the same type, scope, and complexity as the advertised project.

- 
- d. Current Workload.
  - e. Time Delays on Past Projects: Timely completion of past projects.
  - f. Experience of Key Personnel
  - g. Safety Record.
  - h. DBC team's Organization and Regional Experience.

See **Attachment A, Proposal Evaluation Form** for all weighted criteria.

## PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective design-build contractor must submit the following documents, in one (1) original, as part of his/her proposal:

1. Proposal Statement (See Proposal Format, Page 24).
2. Fixed Fee for Services (See Proposal Format, Section 4, Project Approach/Fixed Fee, Pages 24-25).
3. Proposal Bond in the amount of 10% of the total proposal price.
4. Specifications Exception Form.
5. Alternate W-9 Form.
6. City of Concord Indemnification Agreement.

The successful design-build contractor must submit, prior to contract signing, the following documentation:

1. Payment Bond in the amount of 100% of the contract price.
2. Performance Bond in the amount of 100% of the contract price.
3. Insurance Certificate (naming the City of Concord as an Additional Insured) that meets the minimum requirements for types and levels of coverage.

## CITY OF CONCORD, NEW HAMPSHIRE SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

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Proposals on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Alternate Form <b>W-9</b> (rev 01/08)	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
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Name (as shown on your income tax return)		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other		Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301	
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I</b>	<b>Taxpayer Identification Number (TIN)</b>
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Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
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<b>Part II</b>	<b>Certification</b>
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	<b>Signature of U.S. Person</b>	<b>Date:</b>
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### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE  
RFP13-11, REQUEST FOR DESIGN-BUILD SERVICES  
DRAINAGE CULVERT REHABILITATION PROJECT**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY**\_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER**\_\_\_\_\_

**AUTHORIZED SIGNATURE**\_\_\_\_\_

**DATE**\_\_\_\_\_

**ADDRESS**\_\_\_\_\_

**TELEPHONE**\_\_\_\_\_

**TOLL-FREE NUMBER**\_\_\_\_\_

**FAX NUMBER**\_\_\_\_\_

**E-MAIL ADDRESS**\_\_\_\_\_

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**CITY OF CONCORD, NEW HAMPSHIRE  
RFP13-11, REQUEST FOR DESIGN-BUILD SERVICES  
DRAINAGE CULVERT REHABILITATION PROJECT**

**Insurance Requirements for All Contractors**

**Additional Coverage is Required if Checked** **Minimum Limits Required**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- ☐ Occurrence  
☐ Claims Made

**Additional Coverage to Include**

- |   |    |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse       |    |

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	

**Additional Coverage to include:**

- |   |    |
|---|----|
| <input type="checkbox"/> Garage Liability               | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

**Workers Compensation**

NH Statutory including Employers Liability  
- Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

**Commercial Umbrella**

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

**Other**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 1. Professional/Errors & Omissions<br><input checked="" type="checkbox"/> 2. Builders Risk – Renovation Form<br>All Risk completed value form including Collapse<br>Sublimit for Soft Cost Coverage  | \$1,000,000<br><u>\$Value of the Contract</u>          |
| <input checked="" type="checkbox"/> 3. Installation Floater (Equipment)<br><input type="checkbox"/> 4. Riggers Liability<br><input type="checkbox"/> 5. Environmental – Pollution Liability<br><input type="checkbox"/> 6. Aviation Liability<br><input type="checkbox"/> 7. Watercraft – Protection & Indemnity | <u>\$Value of the Contract</u><br>NA<br>NA<br>NA<br>NA |

(X) **The City of Concord must be named as Additional Insured**

## NOTICE OF AWARD

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP13-11

PROJECT: Request for Design-Build Services – Drainage Culvert Rehabilitation Project

CITY CONTRACT NO.: RFP13-11

CONTRACT FOR: Request for Design-Build Services–Drainage Culvert Rehabilitation Project

You are notified that your Proposal opened on October 29, 2010 for the above Contract has been considered and accepted for you to provide design-build services for the Drainage Culvert Rehabilitation Project along North State Street in Concord, NH. All terms, conditions, specifications, and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP13-11 and all addenda) and the **CONTRACTOR'S** proposal.

The **CITY** shall pay to the **CONTRACTOR**, the not-to-exceed sum of:

\_\_\_\_\_ Dollars (\$) ).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by \_\_\_\_\_. You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement;
2. Your insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage; and
3. Separate Payment and Performance Bonds, each in the amount of \$\_\_\_\_\_.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned, to annul this Notice of Award, and to declare your proposal bond security forfeited.



Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement, issue a Notice to Proceed and a purchase order and return your proposal bond security.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY:** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to CDD – ENGINEERING SERVICES

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called the “**CONTRACTOR**”.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and provide the design-build services for the drainage culvert rehabilitation project as detailed by RFP13-11 and all addenda and the **CONTRACTOR’S** proposal response opened on October 29, 2010.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor, and other services necessary to provide the design-build services described herein.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** on \_\_\_\_\_. Completion time for this Agreement shall be \_\_\_\_\_.
4. The **CONTRACTOR** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONTRACTOR** and subsequent negotiations between the **CONTRACTOR** and the **CITY**. This fixed fee shall be:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:

- (A) REQUEST FOR PROPOSALS RFP 13-11
- (B) RFP 13-11 PROPOSAL RESPONSE
- (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
  1. SPECIFICATIONS EXCEPTION FORM
  2. ALTERNATE FORM W-9
  3. INDEMNIFICATION AGREEMENT
  4. INSURANCE CERTIFICATE
- (D) 10% PROPOSAL BOND
- (E) 100% PAYMENT BOND
- (F) 100% PERFORMANCE BOND
- (G) LETTER OF AWARD
- (H) NOTICE OF AWARD
- (I) AGREEMENT
- (J) NOTICE TO PROCEED
- (K) ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

6. The **CITY** will pay the **CONTRACTOR**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS HEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

**CITY:**

\_\_\_\_\_

BY \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Manage

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

\_\_\_\_\_

## NOTICE TO PROCEED

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 13-11

PROJECT: Request for Design-Build Services – Drainage Culvert Rehabilitation Project

CITY CONTRACT NO.: RFP 13-11

CONTRACT FOR: Request for Design-Build Services – Drainage Culvert Rehabilitation Project

\_\_\_\_\_  
(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run within ten (10) calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be not later than \_\_\_\_\_.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents; and
2. Separate Payment and Performance Bonds, each in the amount of \$\_\_\_\_\_.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY**

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to: CDD, ENGINEERING SERVICES

City of Concord,  
New Hampshire



## Finance Department

### PURCHASING DIVISION

Combined Operations & Maintenance Facility

311 North State Street

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

Reference: RFP 13-11

**If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.**

\* \* \* \* No Proposal Questionnaire \* \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP 13-11, Request for Design-Build Services, Drainage Culvert Rehabilitation Project) for the following reasons:

- ☐ Item/Service not supplied by our company.
- ☐ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):  
\_\_\_\_\_
- ☐ Profit margin on municipal proposals too low.
- ☐ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) \_\_\_\_\_
- ☐ Insufficient time allowed to prepare and respond to proposal request.
- ☐ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- ☐ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- ☐ Other reason(s), please specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....  
Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)